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--and--

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date and Time:
Objection Deadline: 02/02/2008

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In re: :
: :
: :
DELPHI CORPORATION, et al., : **Chapter 11**
: **Case No.: 05-44481 (RDD)**
: **(Jointly Administered)**
: :
Debtors. :
-----X-----

**OBJECTION OF HYDRO ALUMINUM NORTH AMERICA, INC. TO THE
DEBTORS' NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF
STEERING AND HALFSHAFT BUSINESS**

Hydro Aluminum North America, Inc. ("Hydro"), by its undersigned attorneys, Miles & Stockbridge P.C. and Calinoff & Katz, LLP, hereby files this response to the *Debtors' Notice of Cure Amount With Respect to Executory Contracts or Unexpired Lease to be Assumed and Assigned in Connection with Sale of Steering and Halfshaft Business* filed on January 23, 2008 [Docket No. 12324] (the "Cure Notice"). In support hereof, Hydro states as follows:

1. By transfer agreement dated March 9, 2006, Hydro transferred its scheduled entire claim against Delphi Automotive Systems, LLC (the “Debtor”) to Contrarian Funds, LLC (“Contrarian”). Because Hydro’s claim was scheduled by the Debtor in a lesser amount than that \$603,421.56 which Hydro believes it is owed, Contrarian funded the transfer based on the lower, scheduled amount of Hydro’s claim. Pursuant to the transfer agreement, Hydro and Contrarian agreed that Contrarian would file a proof of claim on behalf of Hydro for the full \$603,421.56, and that Hydro would retain the right to pursue and defend any amounts of the proof of claim over and above the scheduled and funded amount.

2. On July 10, 2006, Contrarian, as assignee of Hydro, filed a timely proof of claim in the Debtor’s bankruptcy case asserting an unsecured, non-priority claim in the amount of \$603,421.56 (the “Claim”).¹ The Claim is based upon aluminum products supplied by Hydro to the Debtor between January and October 2005. Contrarian attached an accounts receivable statement to the Claim, which included invoice numbers, invoice dates and due dates.

3. On December 10, 2007, the Debtor served a notice of cure amount with respect to executory contracts to be assumed under the plan. That notice pertained to the assumption of the following purchase orders: SAG9015217 and SAG9015216 (the “Purchase Orders”), and proposed cure amounts of \$2,760.00 and \$531,000.05, respectively. Pursuant to the directions contained in the notice, Hydro stated that it disagreed with the proposed cure amounts.

4. On December 21, 2007, the Debtor filed a *Twenty-Fourth Omnibus Objection Pursuant to 11 U.S.C. § 502(b) and Fed. R. Bankr. P. 3007 to Certain (A) Duplicate or Amended Claims, (B) Claims Not Reflected on Debtors’ Books and Records, (C) Untimely*

¹ The Claim is listed as Claim No. 9111 in the Debtor’s bankruptcy case.

*Claim, and (D) Claims Subject to Modification, Modified Claims Asserting Reclamation, and
Claim Subject to*

Modification that is Subject to Prior Order [Docket No. 11588], pursuant to which the Debtor objected to the prepetition amounts outstanding under the Purchase Orders, as set forth in the Claim. On January 18, 2008, Hydro filed a response to that claim objection, and attached supporting documentation [Docket No. 12280].

5. In the Cure Notice, the Debtor again proposes that under the Purchase Orders, Hydro is owed only \$2,760.00 and \$531,000.05, respectively.

6. Hydro has reviewed its books and records, and disagrees with the Debtor's proposed cure amount. According to Hydro's records, the total amount outstanding under the Purchase Orders is \$603,421.56. A summary of the outstanding invoices evidencing amounts due under the Purchase Orders is attached hereto as Exhibit A.

7. Because Hydro disputes the cure amounts proposed in the Cure Notice, Hydro requests that the assumption and assignment of the Purchase Orders be conditioned upon a total cure payment in the amount of \$603,421.56.

WHEREFORE, Hydro Aluminum North America, Inc. respectfully requests that this Court enter an Order (i) requiring a cure payment under the Purchase Orders in the full amount of \$603,421.56; (ii) conditioning the assumption and assignment of the Purchase Orders upon payment in full of \$603,421.56; and (iii) granting such other and further relief that the Court deems just and necessary.

Date: New York, New York
February 1, 2008

Respectfully Submitted,
CALINOFF & KATZ, LLP
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Attorneys for Hydro Aluminum North America, Inc.

Invoice Number	Invoice Date	Invoice Amount	Balance Remaining	Bill of Lading	Purchase Order
20090948	01/31/05	\$1,800.00	\$1,800.00	20039269	SAG90I5217
50009272	01/31/05	\$4,220.00	\$4,220.00	50006067	S2S51478
20091726	02/22/05	\$1,980.00	\$1,980.00	20039522	SAG90I5217
20093896	04/28/05	\$2,031.12	\$2,031.12	20040135	SAG90I5217
20093951	04/29/05	\$1,987.44	\$1,987.44	20040154	SAG90I5217
50010394	05/23/05	\$196.20	\$196.20	50006966	SAG90I5216
50010765	07/11/05	\$8,829.00	\$98.10	50007279	SAG90I5216
50010827	07/19/05	\$2,544.00	\$2,544.00	50007330	SAG90I5216
50010886	07/27/05	\$2,977.92	\$2,977.92	50007385	SAG90I5216
50010887	07/27/05	\$6,747.84	\$6,747.84	50007385	SAG90I5216
50010888	07/27/05	\$5,886.00	\$5,886.00	50007385	SAG90I5216
50010889	07/27/05	\$2,856.96	\$2,856.96	50007385	SAG90I5216
20097083	07/28/05	\$1,380.00	\$1,380.00	20041101	SAG90I5217
20097084	07/28/05	\$1,380.00	\$1,380.00	20041101	SAG90I5217
50010903	07/28/05	\$5,886.00	\$5,886.00	50007396	SAG90I5216
50010922	07/29/05	\$2,977.92	\$2,977.92	50007409	SAG90I5216
50010923	07/29/05	\$6,747.84	\$6,747.84	50007409	SAG90I5216
50010924	07/29/05	\$8,829.00	\$8,829.00	50007409	SAG90I5216
50010925	07/29/05	\$2,856.96	\$2,856.96	50007409	SAG90I5216
50010941	08/01/05	\$5,886.00	\$5,886.00	50007421	SAG90I5216
50010942	08/01/05	\$2,977.92	\$2,977.92	50007421	SAG90I5216
50010949	08/02/05	\$5,886.00	\$5,886.00	50007427	SAG90I5216
50010950	08/02/05	\$2,977.92	\$2,977.92	50007427	SAG90I5216
50010958	08/03/05	\$5,886.00	\$5,886.00	50007435	SAG90I5216
50010964	08/04/05	\$5,886.00	\$5,886.00	50007441	SAG90
50010965	08/04/05	\$2,977.92	\$2,977.92	50007441	SAG90I5216
50010977	08/05/05	\$2,977.92	\$2,977.92	50007453	SAG90I5216
50010978	08/05/05	\$6,747.84	\$6,747.84	50007453	SAG90I5216
50010979	08/05/05	\$5,886.00	\$5,886.00	50007453	SAG90I5216
50010980	08/05/05	\$2,856.96	\$2,856.96	50007453	SAG90I5216
DM00000574	08/08/05	\$306.72	\$306.72		
50011000	08/08/05	\$2,977.92	\$2,977.92	50007473	SAG90I5216
50011001	08/08/05	\$8,829.00	\$8,829.00	50007473	SAG90I5216
50011002	08/08/05	\$2,856.96	\$2,856.96	50007473	SAG90I5216
50011003	08/08/05	\$2,308.50	\$2,308.50	50007473	SAG90I5216
50011014	08/09/05	\$5,886.00	\$5,886.00	50007484	SAG90I5216
50011021	08/10/05	\$2,977.92	\$2,977.92	50007490	SAG90I5216
50011022	08/10/05	\$5,886.00	\$5,886.00	50007490	SAG90I5216
50011037	08/11/05	\$5,886.00	\$5,886.00	50007503	SAG90I5216
50011045	08/12/05	\$2,977.92	\$2,977.92	50007511	SAG90I5216
50011046	08/12/05	\$6,747.84	\$6,747.84	50007511	SAG90I5216
50011047	08/12/05	\$5,886.00	\$5,886.00	50007511	SAG90I5216
50011048	08/12/05	\$2,856.96	\$2,856.96	50007511	SAG90I5216
50011072	08/15/05	\$8,829.00	\$8,829.00	50007535	SAG90I5216
50011073	08/15/05	\$2,308.50	\$2,308.50	50007535	SAG90I5216
50011074	08/15/05	\$2,977.92	\$2,977.92	50007535	SAG90I5216
50011083	08/16/05	\$5,886.00	\$5,886.00	50007544	SAG90I5216
50011085	08/16/05	\$1,053.50	\$1,053.50	50007546	DL00102
50011094	08/17/05	\$5,886.00	\$5,886.00	50007553	SAG90I5216
50011095	08/17/05	\$2,977.92	\$2,977.92	50007553	SAG90I5216
50011105	08/18/05	\$5,886.00	\$5,886.00	50007563	SAG90I5216
50011115	08/19/05	\$2,977.92	\$2,977.92	50007573	SAG90I5216
50011116	08/19/05	\$5,886.00	\$5,886.00	50007573	SAG90I5216
50011117	08/19/05	\$6,747.84	\$6,747.84	50007573	SAG90I5216
50011118	08/19/05	\$2,856.96	\$2,856.96	50007573	SAG90I5216
50011121	08/19/05	\$602.00	\$602.00	50007576	DL00102
50011145	08/22/05	\$5,886.00	\$5,886.00	50007600	SAG90I5216
50011158	08/23/05	\$8,829.00	\$8,829.00	50007612	SAG90I5216
50011170	08/24/05	\$5,886.00	\$5,886.00	50007624	SAG90I5216
50011177	08/25/05	\$8,829.00	\$8,829.00	50007631	SAG90I5216
50011191	08/26/05	\$5,886.00	\$5,886.00	50007644	SAG90I5216
50011192	08/26/05	\$2,977.92	\$2,977.92	50007644	SAG90I5216

EXHIBIT

A

Invoice Number	Invoice Date	Invoice Amount	Balance Remaining	Bill of Lading	Purchase Order
50011193	08/26/05	\$6,747.84	\$6,747.84	50007644	SAG90I5216
50011194	08/26/05	\$2,856.96	\$2,856.96	50007644	SAG90I5216
50011203	08/29/05	\$5,886.00	\$5,886.00	50007651	SAG90I5216
50011215	08/30/05	\$8,829.00	\$8,829.00	50007661	SAG90I5216
50011249	09/01/05	\$29,641.14	\$29,641.14	50007686	SAG90I5216
50011244	09/02/05	\$8,829.00	\$8,829.00	50007681	SAG90I5216
50011262	09/06/05	\$8,829.00	\$8,829.00	50007699	SAG90I5216
50011266	09/07/05	\$1,806.00	\$1,806.00	50007703	DL00102
50011267	09/07/05	\$2,977.92	\$2,977.92	50007704	SAG90I5216
50011268	09/07/05	\$5,886.00	\$5,886.00	50007704	SAG90I5216
50011274	09/08/05	\$8,829.00	\$8,829.00	50007710	SAG90I5216
50011279	09/09/05	\$6,747.84	\$6,747.84	50007715	SAG90I5216
50011280	09/09/05	\$2,977.92	\$2,977.92	50007715	SAG90I5216
50011281	09/09/05	\$5,886.00	\$5,886.00	50007715	SAG90I5216
50011282	09/09/05	\$2,856.96	\$2,856.96	50007715	SAG90I5216
50011297	09/12/05	\$5,886.00	\$5,886.00	50007728	SAG90I5216
50011304	09/13/05	\$5,886.00	\$5,886.00	50007735	SAG90I5216
50011308	09/13/05	\$3,467.52	\$3,467.52	50007739	DL00102
50011316	09/14/05	\$5,886.00	\$5,886.00	50007746	SAG90I5216
50011317	09/14/05	\$2,977.92	\$2,977.92	50007747	SAG90I5216
50011325	09/15/05	\$2,943.00	\$2,943.00	50007755	SAG90I5216
50011326	09/15/05	\$2,943.00	\$2,943.00	50007756	SAG90I5216
50011340	09/16/05	\$5,886.00	\$5,886.00	50007770	SAG90I5216
50011341	09/16/05	\$2,977.92	\$2,977.92	50007770	SAG90I5216
50011342	09/16/05	\$6,747.84	\$6,747.84	50007770	SAG90I5216
50011343	09/16/05	\$2,308.50	\$2,308.50	50007770	SAG90I5216
50011344	09/16/05	\$2,856.96	\$2,856.96	50007770	SAG90I5216
50011353	09/19/05	\$3,467.52	\$3,467.52	50007779	DL00102
50011358	09/19/05	\$5,886.00	\$5,886.00	50007784	SAG90I5216
50011363	09/20/05	\$5,955.84	\$5,955.84	50007789	SAG90I5216
50011364	09/20/05	\$5,886.00	\$5,886.00	50007789	SAG90I5216
50011365	09/20/05	\$2,308.50	\$2,308.50	50007789	SAG90I5216
50011380	09/21/05	\$5,886.00	\$5,886.00	50007800	SAG90I5216
50011381	09/21/05	\$2,977.92	\$2,977.92	50007800	SAG90I5216
50011382	09/21/05	\$6,747.84	\$6,747.84	50007800	SAG90I5216
50011396	09/22/05	\$8,829.00	\$8,829.00	50007808	SAG90I5216
50011405	09/23/05	\$2,977.92	\$2,977.92	50007817	SAG90I5216
50011406	09/23/05	\$5,886.00	\$5,886.00	50007817	SAG90I5216
50011407	09/23/05	\$2,856.96	\$2,856.96	50007817	SAG90I5216
50011408	09/23/05	\$2,308.50	\$2,308.50	50007817	SAG90I5216
50011417	09/26/05	\$5,886.00	\$5,886.00	50007824	SAG90I5216
50011418	09/26/05	\$3,467.52	\$3,467.52	50007825	SAG90I5216
50011430	09/27/05	\$8,829.00	\$8,829.00	50007835	SAG90I5216
50011431	09/27/05	\$2,977.92	\$2,977.92	50007835	SAG90I5216
50011442	09/28/05	\$6,747.84	\$6,747.84	50007845	SAG90I5216
50011443	09/28/05	\$2,977.92	\$2,977.92	50007845	SAG90I5216
50011444	09/28/05	\$2,856.96	\$2,856.96	50007845	SAG90I5216
50011445	09/28/05	\$5,886.00	\$5,886.00	50007845	SAG90I5216
50011466	09/30/05	\$2,977.92	\$2,977.92	50007863	SAG90I5216
50011467	09/30/05	\$11,772.00	\$11,772.00	50007863	SAG90I5216
50011468	09/30/05	\$2,856.96	\$2,856.96	50007863	SAG90I5216
50011469	09/30/05	\$2,308.50	\$2,308.50	50007863	SAG90I5216
50011483	10/03/05	\$8,829.00	\$8,829.00	50007875	SAG90I5216
50011492	10/04/05	\$5,886.00	\$5,886.00	50007883	SAG90I5216
50011493	10/04/05	\$2,856.96	\$2,856.96	50007883	SAG90I5216
50011503	10/05/05	\$3,467.52	\$3,467.52	50007892	SAG90I5216
50011504	10/05/05	\$3,467.52	\$3,467.52	50007892	SAG90I5216
50011506	10/05/05	\$5,886.00	\$5,886.00	50007894	SAG90I5216
50011514	10/06/05	\$3,467.52	\$3,467.52	50007900	SAG90I5216
50011515	10/06/05	\$6,747.84	\$6,747.84	50007901	SAG90I5216
50011516	10/06/05	\$5,886.00	\$5,886.00	50007901	SAG90I5216
50011536	10/07/05	\$5,886.00	\$5,886.00	50007918	SAG90I5216

Invoice Number	Invoice Date	Invoice Amount	Balance Remaining	Bill of Lading	Purchase Order
50011537	10/07/08	\$2,308.50	\$2,308.50	50007918	SAG9015216
50011538	10/07/08	\$2,977.92	\$2,977.92	50007918	SAG9015216

TOTAL DUE: \$603,421.56

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 1st day of February, 2008, a copy of the foregoing OBJECTION OF HYDRO ALUMINUM NORTH AMERICA, INC. TO THE DEBTORS' NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACT TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF STEERING AND HALFSHAFT BUSINESS was served on the following via Federal Express overnight delivery (except as where indicated):

The Chambers of the Honorable Robert D. Drain
United States Bankruptcy Judge
United States Bankruptcy Court for the Southern District of New York
One Bowling Green, Room 632
New York, New York 10004
(*via hand delivery*)

Delphi Automotive Systems LLC
5725 Delphi Drive
Troy, Michigan 49098
Att'n: Legal Staff

Delphi Corporation
5725 Delphi Drive
Troy, Michigan 48098
Att'n: Deputy General Counsel, Transactional & Restructuring

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333 West Wacker Drive
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Att'n: John K. Lyons, Ron E. Meisler and Brian M. Fern

Davis Polk & Wardwell
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New York, New York 10017
Att'n: Donald Bernstein and Brian Resnick

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Att'n: Robert J. Rosenberg and Mark A. Broude

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Att'n: Bonnie Steingart

Kirkland & Ellis LLP
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Att'n: Richard L. Wynne

Office of the United States Trustee
For the Southern District of New York
33 Whitehall Street, Suite 2100
New York, New York 10004
Att'n: Alicia M. Leonhard

/s/ Patricia A. Borenstein
Patricia A. Borenstein